STATUTE OF FRAUDS—CONTRACT BY AGENT WITHOUT AUTHORITY IN WRITING—EFFECT.—A recent statute of Washington (Laws 1905, page 110) provides, "An agreement authorizing or employing an agent or broker to sell or purchase real estate for compensation or commission" shall be void unless such agreement be in writing, signed by the party to be charged therewith, or some person thereunto by him lawfully authorized." *Held,* a written contract for the sale of land made by an agent of the vendor without authority in writing will be specifically enforced against the vendor. *Peirce* v. *Wheeler et al.* (1906), — Wash. —, 87 Pac. Rep. 361.

"We think it is manifest," says the Court, "that the Legislature intended to reach such contracts only as involve the relations of an owner and his agent with respect to the recovery of compensation." An agent might have actual authority to sell the land, yet the contract conferring the authority be void. This does not seem to be a common provision of the statute of frauds. No cases directly in point were cited, and no one was found. The position of the court as to the intent of the Legislature is undoubtedly correct; otherwise the Legislature would be convicted of the inconsistency of absolving a vendor from a contract made by his agent acting for compensation, but binding him on a contract of one acting gratuitously. It is settled that the statute of frauds in its original form is satisfied by a written contract made by an agent acting under oral authority. STORY, AGENCY, § 50; *Carstens* v. *McReavy,* 1 Wash. St. 359. As interpreted by the principal case, therefore, the statute in question has not changed this rule as between vendor and vendee. The decision is supported by analogy by the cases that hold that an agent may recover his commission for the sale of land although his contract for the sale thereof is not enforceable against his principal because not signed by an agent "thereunto lawfully authorized in writing." *Gerhart* v. *Peck,* 42 Mo. App. 644; *Rice-Dwyer Real Estate Co.* v. *Ruhlman,* 68 Mo. App. 503; *Bibb* v. *Allen,* 149 U. S. 481.

TRADING STAMPS—NOT "GIFT ENTERPRISES."—The Constitution, Art. 18, No. 2, and Statutes, No. 2927, prohibit lotteries or gift enterprises. The city of Denver, by ordinance interpreted gift enterprises to mean trading stamps, and the defendant in error who was carrying on a legal business in Denver, was charged with violating the said law. *Held,* that the statute applied only to transactions in which the element of chance was involved—and this element is lacking in the case of trading stamps. Judgment affirmed. *City and County of Denver* v. *Frueauff* (1907), — Col. —, 88 Pac. Rep. 389.

This case marks the third step in the law relating to trading stamps. In the cases discussed in 2 MICH. LAW REV. 224, 3 id. 233, 662, the two lines of decision were shown, with the Indiana and Washington, D. C., cases holding statutes prohibiting trading stamps valid. The second step was shown in 4 MICH. LAW REV. 306, where the weight of authority showed such statutes invalid on two grounds: (1) It interfered with the personal rights and liberties guaranteed by the Constitution. *Young* v. *Commonwealth,* 101 Va. 853; *Powell* v. *Penn,* 127 U. S. 678; *Allgeyer* v. *Louisiana,* 165 U. S. 578. (2) They cannot be upheld as a police regulation because no question of